13518700 12/31/2020 2:10:00 PM \$40.00 Book - 11091 Pg - 9175-9178 RASHELLE HOBBS Recorder, Salt Lake County, UT COTTONWOOD TITLE BY: eCASH, DEPUTY - EF 4 P.

When Recorded Return To: Robert M. Taylor 9565 S. Wasatch Blvd., Suite B Salt Lake City, Utah 84092

### ASSIGNMENT OF TRUST DEED

For good and valuable consideration, Kevin P. Gates, of Las Vegas, Nevada, ("Beneficiary Assignor") does hereby grant, assign and transfer, in trust, to Tony Jolley, trustee, and to any successor trustee(s), of the Kevin P. Gates 2020 Irrevocable Trust dated December 29, 2020 ("Assignee") all of his rights, title and interest as Beneficiary of and in that certain Trust Deed with power of sale and assignment of rents, identified as follows:

Date of Trust Deed:

Borrower / Trustor:

Trustee:

Beneficiary:

December 12, 2019

Canyon Centre Capital, LLC

Cottonwood Title Insurance Agency, Inc.

Kevin P. Gates

("Trust Deed"). The Trust Deed was recorded on: December 16, 2019, at the Office of the County Recorder of Salt Lake County, State of Utah, Book #10872, Pages 7877 - 7884, Entry #13147510, in respect to the property situated in Salt Lake County, Utah, which is more particularly described as follows:

See Exhibit A attached hereto and made a part hereof

TAX ID NO: 22-25-181-014 and prior parcel 22-25-181-008 (for reference purposes only)

The Trust Deed secures two Promissory Notes (together, the "Notes"): a Promissory Note executed and delivered on December 12, 2019, as since amended, in the principal amount of Five Million Dollars (\$5,000,000.00), and an additional loan evidenced by a Promissory Note dated April 22, 2020, in the amount of One Hundred Thousand Dollars (\$100,000.00), each of which was made by Canyon Centre Capital, LLC, payable to Kevin P. Gates, his successors and assigns.

Assignor represents and warrants that he is the sole legal owner and holder of the Notes and the beneficiary interest in the Trust Deed referred to above, that he has assigned his interests in the Notes on this date, and that he has the full right, power and authority to make the assignment as provided herein. Assignor agrees to execute, acknowledge and deliver to the trustee of Assignee, Tony Jolley, and/or to any successor trustee(s) thereof, without additional consideration all further documents, assignments, and other assurances as the Assignee may reasonably require from time to time to confirm and implement the transfer and assignment of the rights and interests assigned hereunder.

This Assignment is made and entered into in the state of Utah.

Page 1 of 2

DATED this 20 day of December, 2020.

Kevin P. Gates

State of Utah ): SS Count of Salt Lake )

On December \_\_\_, 2020, personally appeared before me Kevin P. Gates, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within Assignment of Trust Deed instrument and acknowledged to me that he executed the same for the purposes contained therein.

Notary Public

Attachment: Exhibit A (legal description)

SEE ATTACHED

CALIFORNIA ACKNOWLEDGMENT	CIVIL CODE § 1189
A notary public or other officer completing this certificate verificate to which this certificate is attached, and not the truthfulness,	fies only the identity of the individual who signed the document accuracy, or validity of that document.
State of California  County of SAN OLEGO  On 12-30-2020 before me, 5  Date  personally appeared KEVIN P. US	
On <u>12 - 30 - 2020</u> before me, <u></u>	ENEVIEVE A. BUTENShow
Date KEVINI P. 194	Here Insert Name and Title of the Officer
personally appeared // C // // // // // // // // // // // /	Name(s) of Signer(s)
to the within instrument and acknowledged to me that authorized capacity(ies), and that by his/her/their signa upon behalf of which the person(s) acted, executed th	ature(s) on the instrument the person(s), or the entity
GENEVIEVE A. BUTENSHON Notary Public - California San Diego County Commission # 2260141	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
My Comm. Expires Sep 27, 2022	WITNESS my hand and official seal.
	Signature On a. Burs
Place Notary Seal and/or Stamp Above	Signature of Notary Public
Completing this information can d	ONAL deter alteration of the document or form to an unintended document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer – Title(s):
☐ Partner — ☐ Limited ☐ General	□ Partner - □ Limited □ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	
☐ Other:	Signer is Representing:
Signer is Representing.	Signer is representing.

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☐ Other: \_\_\_\_\_\_\_Signer is Representing: \_\_\_\_\_

## **EXHIBIT A**

# PARCEL 1:

Units 2B, 2B-1 and 2B-3, contained within CANYON CENTRE CONDOMINIUMS Amended #1, amending CANYON CENTRE CONDOMINIUMS, as the same is identified in the Record of Survey Map filed in the office of the Salt Lake County Recorder, Utah, on October 25, 2019 as Entry No. 13108148 in Book 2019P of Plats at Page 287 (as said Map may have heretofore been amended or supplemented) and in the Declaration of Covenants, Conditions, and Restrictions for CANYON CENTRE, recorded in said county on December 28, 2018 as Entry No. 12910498 in Book 10742 at Page 1095 (as said Declaration may have heretofore been amended or supplemented).

TOGETHER WITH the undivided ownership interest in the Common Areas which is appurtenant to said Unit as more particularly described in said Declaration and Map (as said Declaration and Map may have been amended or supplemented).

# PARCEL 1A:

A perpetual non-exclusive easement over and across the Parking Structure for ingress, egress and regress of pedestrian and vehicular traffic to and from the Parking Stalls comprising Unit 2B-1 and 2B-3 (and also sometimes being referred to as Parking Levels 1 and 3) as more specifically defined in that certain Public Parking Easement Agreement recorded December 28, 2018 as Entry No. 12910366 in Book 10742 at Page 459, and re-recorded December 28, 2018 as Entry No. 12911181 in Book 10742 at Page 5464, and in the Declaration of Condominium for Canyon Centre Condominiums (amending Lot 2 of Canyon Centre), recorded December 28, 2018 as Entry No. 12910498 in Book 10742 at Page 1095, and in that certain Master Parking Agreement for Canyon Centre Condominiums Parking Structure, recorded December 28, 2018 as Entry No. 12911182, in Book 10742 at Page 5499 of official records.

#### PARCEL 1B:

A perpetual non-exclusive easement for vehicular and pedestrian access to and from the Parking Structure and Stalls, parking located on Lot 1, and for the installation of public utilities and drainage systems serving said Lot 2, as more particularly defined in that certain Declaration of Parking, Utility and Drainage Easement recorded December 28, 2018 as Entry No. 12911183 in Book 10742 at Page 5565 of official records.